

**STATE OF ARKANSAS
Term Contract**

Vendor No. 100060334
Contact RON KEITH
Your reference

Contract No. 4600005385
Date 10/13/2003

Contact Renee Gates
Telephone 501-371-6066
Fax 501-324-9311

MOORE WALLACE NORTH AMERICA INC.
ATTN: RON KEITH
1129 S POINTE PKWY BLDG D

Our ref. ST
Incoterms FOB

Send Invoice To:
ORDERING AGENCY OR
COOPERATIVE PROCUREMENT
PARTICIPANT

Ship to: Valid from: 10/13/2003
As Specified on Purchase Order Valid to: 06/30/2005

SEE ATTACHED HYPERLINKS FOR SPECIFICATIONS, MOORE WALLACE NORTH AMERICA'S PRICING GRID, SPECIAL PAPER UPCHARGES AND SPECIAL CARBON PRICING. OTHER HYPERLINKS ARE ATTACHED TO ASSIST WITH ORDERING UNDER THIS CONTRACT.

ARKANSAS STATE PROCUREMENT TRACKING NO: SP-03-0544
BUYER: RENEE GATES, CPPB
TELEPHONE NUMBER: 501-371-6066
FAX NUMBER: 501-324-9311
E-MAIL ADDRESS: renee.gates@dfa.state.ar.us

MOORE WALLACE REPRESENTATIVES

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GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:
All purchasing rules and regulations defined by the State of Arkansas apply to this document.

Purchasing Official/Fiscal Officer Date
CONTRACT PERIOD: October 13, 2003 through June 30, 2005

INVOICE TO: Ordering Agency or Cooperative Purchasing Participant

F.O.B. INSIDE DELIVERY: As specified on Purchase Order

TERMINATION

In the event that the anticipated term of this contract extends beyond the current biennial period, the contract will be terminable on the part of the state without cause at the end of the current biennial period. However, the state may agree to continue the contract, but in no case will any renewal cause the contract to continue beyond a biennial period for which the contract is renewed. Any services or products on contract accepted by the state must be paid for, but this does not obligate the state to continue the contract beyond the end of a biennial period.

SELLING TO COOPERATIVE PROCUREMENT PROGRAM PARTICIPANTS:

Arkansas Procurement Law provides that local public procurement units (counties, municipalities, school districts, certain not-for-profit corporations, etc.) may participate in State Procurement contracts. The contractor(s) therefore agree(s) to sell to Cooperative Procurement Program participants at the option of the program participants. Unless otherwise stated, all standard and special terms and conditions listed within the RFQ must be equally applied to such participants.

APPROVED BILLING METHOD

The Office of State Procurement has established a billing method that must be used. Multiplying the quantity shipped by the running charges and adding the flat charges determine the billing price.

DEVIATIONS FROM THIS METHOD WILL NOT BE ACCEPTABLE.

The successful contractor will work with the buyer to design an acceptable analysis sheet. Contractor's analysis sheet must be approved by State Procurement.

NOTE: OSP refers to the Arkansas Office of State Procurement.

1.0 SPECIAL TERMS AND CONDITIONS

1.1 Scope

This outline agreement has been issued for custom forms in a continuous state for use on various types of equipment by All State Agencies and Cooperative Purchasing Participants. The following general types of forms are included under this contract:

Single part forms.

Multiple part forms utilizing carbonless paper and forms with or without carbon interleaved.

Unprocessed carbon interleaved forms (except for those requiring pattern or hot spot carbon) - There is no marginal punching of the carbon. Perforations and line hole punching can be accomplished as a press operation through all parts and carbon at time of printing.

Any custom continuous form which is not within the scope of this contract either because of size and/or construction will be bid separately.

This contract does not contain "stock purchase orders, vouchers, stock payroll voucher for personal services". The OSP will issue a special buy of these stock forms as needed. Otherwise, the agency may purchase the form by ordering the contract minimum of 5,000 forms

1.2 Term

The term of any contract awarded pursuant to this RFQ will be for approximately two (2) years

with an expiration date of June 30, 2005.

1.3 Extension

Upon mutual written agreement between the contracting vendor and the Office of State Procurement, the contract may be extended five (5) additional years, in one (1) year increments or a portion thereof. Any extension but must be mutually agreed upon by the Office of State Procurement and the contractor. The Office of State Procurement will notify the contractor before expiration of the contract if an extension is requested. The paper price change clause will apply to any agreed upon period of extension.

1.4 Orders & Minimum Quantities (State Agencies)

All purchase orders will be routed directly to the contractor. The contractor is responsible for promptly returning all purchase orders that are not covered by the specifications of this contract.

The minimum order for custom forms is 5,000 forms.

1.5 Orders & Minimum Quantities (Cooperative Purchasing Participants)

All purchase orders will be routed directly to the contractor. The contractor is responsible for promptly returning all purchase orders that are not covered by the specifications of this contract.

The minimum order for custom forms is 5,000.

1.6 Delivery (ALL USERS)

The finished forms must be delivered inside to the location specified on the purchase order within the number of working days authorized.

"Working days" shall be defined as Monday through Friday of each week exclusive of all official State holidays. Transportation expenses are the responsibility of the contractor. If a cost statement is requested by agency, delivery time will not begin until contractor receives written authorization from agency.

Repeat orders not requiring proofs 30 working days

Repeat orders requiring proofs 35 Working days.

New orders not requiring proofs 40 working days

New orders requiring proofs 45 working days

Proof must be sent within fifteen (15) working days after submission of order. Any proofs requiring changes must be resubmitted within ten (10) working days. The time that proofs are in agency's possession will not be counted as production time.

Orders requiring multiple delivery points will be priced as follows:

One shipment, all in the immediate area, will be included in the price of the forms. Additional delivery points (shipped by the most economical means available.) will be invoiced to the agency as an extra charge.

THE CONTRACTOR WILL NOT BE REQUIRED TO BREAK A CARTON.

A copy of the contractor's invoice from the freight company must be attached to the agency's invoice. No additional "mark up" charge will be allowed to the contractor.

1.7 Rush Orders (State Agencies)

If a State agency required delivery of an order in less than the prescribed time outlined in this

contract, that agency must contact the contractor. The contractor may choose one of the two options stated below:

Option 1. Waive the order from the contract. Agencies with Printing Delegation orders may quote. Orders exceeding the agency's delegated limit and orders for agencies without Printing Delegation orders must be bid by the OSP.

Option 2. Accept the order and meet delivery requested. The ordering agency should obtain a written document with the agreed delivery date stated. The contractor may charge 1% of the original contract price for each working day less than the prescribed time authorized by the contract, that the delivery schedule is reduced. Rush order upcharges shall not exceed twenty percent (20%) of the original contract price.

If the contractor fails to meet the "RUSH" delivery, the rush charge will not be applied. If the contractor exceeds the delivery time for a normal delivery, the contractor may be charged late charges.

1.8 Rush Orders (Cooperative Purchasing Participants)

The contractor must comply with one of the two following options.

Option 1. Waive the order from the contract.

Option 2. Accept the order and meet delivery requested. The Cooperative Purchasing Participant should obtain a written document with the agreed delivery date stated. The contractor may charge 1% of the original contract price for each working day less than the prescribed time authorized by the contract, that the delivery schedule is reduced. Rush order upcharges shall not exceed twenty percent (20%) of the original contract price.

If the contractor fails to meet the "RUSH" delivery, the rush charge will not be applied. If the contractor exceeds the delivery time for a normal delivery, the contractor may be charged late charges.

1.9 Cancellation of an Order (State Agencies)

Agency purchase order cancellations must be communicated to OSP and the contractor must be compensated for all materials used and all work completed on the order prior to request for cancellation under the pricing provisions specified herein. Charges incurred which cannot be determined in this manner must be submitted to the OSP for approval. The OSP shall approve/disapprove the contractor's charges for work completed prior to cancellation approval. The ordering agency shall notify OSP and the contractor at the earliest possible moment of its intent to request cancellation.

1.10 Cancellation of an Order (Cooperative Purchasing Participants)

The contractor must be compensated for all materials used and all work completed on the order prior to request for cancellation under the pricing provisions specified herein. The Cooperative Purchasing Participant shall notify the contractor at the earliest possible moment of its intent to request cancellation.

1.11 Exclusions (State Agencies Only)

Orders will be excluded from this contract if they include any or a combination of the following:

Any form requiring delivery under the "RUSH ORDERS" provision by a date which the contractor cannot meet. (See "Rush Orders").

Any form which requires the setting of composition in a foreign language. Agency may provide such copy in camera-ready form, in which case, the contractor shall be required to accept the order.

Orders not meeting the minimum quantity specified shall be competitively bid.

Orders will be excluded from this contract if they include any or a combination of the following:

All continuous labels, printed and unprinted, will be bid separately.

All continuous mailers and continuous tab cards are excluded from this contract.

Any test scoring scanner forms. Example: Scantron Forms

1.12 Exceptions (State Agencies Only)

The State reserves the right to route orders for divisions of the Arkansas State Legislature to this contract or to bid separately on a one-time basis.

The State reserves the right to purchase standard forms from sources other than the contractor. Standard forms are forms produced for numerous customers and frequently kept as an inventory item by the manufacturer. A standard form may be overprinted with agency name and other pertinent information. Standard shelf items would include forms such as Federal Income Tax Forms (W-2's, etc.) stock register forms, library forms, medical forms, stock continuous forms (computer paper) etc and forms to be used with a particular piece of equipment.

1.13 Obligations of Contractor (STATE AGENCIES)

The contractor must have a representative who can provide technical assistance within twenty-four (24) hours of written notification. On site visits to the agency may be required. The contractor must assist the ordering user with design and layout of forms in the most efficient manner. This representative must be able to help diagnose and solve problems with equipment operation, which may be related to the use of forms produced under this contract.

If at any time it is learned that the contractor has intentionally directed the user in a matter, which has unnecessarily cost additional money, the contract may be cancelled and the contractor may be suspended or debarred from doing further business with the State.

Contractor must provide the State with production quality negatives and a TIF or EPS file for each new form produced under this contract.

After award of the contract, the contractor will receive production quality negatives and disk files that are to be used in the printing of reorders. The contractor is required to inspect the negatives and within ten (10) working days provide the OSP with a letter acknowledging receipt and acceptance of the negatives. Any problems with the production materials must be noted in writing with acknowledgement of receipt. All of the negatives furnished to the contractor will remain the property of the State of Arkansas and any loss or damage to the items listed in the inventory sheet signed by the contractor will require replacement at no cost to the State.

Negatives, which have deteriorated through use and require replacement, may be priced as an original order after the contractor has provided written notification to the OSP and received authorization to reset composition.

The contractor **MUST** maintain the current revision date in the line hole margin. When a negative is updated, the old negative **MUST** be destroyed.

Contractor will keep the negatives in a secure location during the term of the contract. This location may be outside the boundaries of the State of Arkansas. Upon request of the OSP, the contractor will be required to transfer the negatives to a location designated by the OSP. The transportation expenses will be paid by the contractor.

The current negatives and a sample of the current form must be placed in an envelope or file pocket designating the ordering agency's name, agency number, and all form numbers included in the envelope. Only one agency's negatives and samples per envelope and no more than twenty-five negatives per envelope.

At the conclusion of this contract, the negatives along with a complete inventory of those negatives (in hard copy and disk format) must be delivered to the (new) contractor. At the same time, a complete inventory list of the negatives both hard copy and disk must be delivered to the OSP. The list must be maintained by agency and form number not by contractors job number.

If the new contractor receives the negatives and the aforementioned requirements have not been met, the previous contractor will be held responsible for correcting all deficiencies within a time period specified by the OSP. Failure to complete this portion of the contract will be considered default and could jeopardize the future bidding status of the previous contractor or action may be taken against the previous contractors performance bond.

Marginal words and numbers inserted by the manufacturer to identify the form are not considered to be a part of the form. No charge will be allowed on these words or numbers by the manufacturer.

1.14 Obligations of Contractor (COOPERATIVE PURCHASING PARTICIPANTS)

The contractor must have a representative who can provide technical assistance within twenty-four (24) hours of written notification. On site visits to the cooperative procurement participant may be required. The contractor must assist the ordering user with design and layout of forms in the most efficient manner. This representative must be able to help diagnose and solve problems with equipment operation, which may be related to the use of forms produced under this contract. This representative is to be available within 24 hours after notification.

If at any time it is learned that the contractor has intentionally directed the user in a matter, which has unnecessarily cost additional money, the contract may be cancelled and the contractor may be suspended or debarred from doing further business with the State.

1.15 SUMMARY OF ORDERS (ALL USERS)

Contractor will be required to send to the OSP one sample form and one copy of the cost analysis sheet for each job completed under this contract.

1.16 Acknowledgements and Cost Statement (ALL USERS)

A cost statement from the contractor may be requested by the ordering entity prior to placing the order into production. Contractor must respond verbally or in writing within (5) five working days. The user must then issue written acceptance of cost to the contractor. Written acceptance from the user may be in the form of a purchase order including the price or as a letter confirming the purchase order number already sent to contractor and verifying the cost. Contractor should not begin work on any purchase order requesting "statement of cost" without written authorization from user. Delivery time will not begin until contractor receives written authorization from the agency.

1.17 Paper Price Change Clause

No price increases will be authorized during the initial 60 days of this contract. After the initial 60 days, the contractor may request in writing that OSP give consideration to a paper cost increase, but must furnish all documentation to support the cost increase. Price increases, which are approved, will become effective within the (10) working days after date of written authorization from OSP. Any price increase will remain firm for a period of not less than sixty (60) days.

MOORE WALLACE CHOSEN OPTION:

Option one. The successful vendor will be required under separate cover, to provide OSP with dated invoices from the respective mill(s) which show the actual cost of papers being supplied to the state. These invoices will serve as the basis for all price increases or decreases throughout the contract period, and will be kept in the strictest of confidence. Invoices dated after the contract award date must be provided with all paper price increase requests. For all other papers,

invoices will be required within ten (10) working days after receipt of written request from OSP. These invoices must reference the State of Arkansas contract and be specific as to the brand and amount of paper shipped and the unit price paid. Changes, which are granted based upon a mill, announced increase, and must be authenticated by subsequent mill invoices. In those instances where announced mill increases are not evident on invoices, the State will take the necessary action to readjust unit prices and collect any overpayments.

The option selected, prior to contract award, will serve as the basis for all paper price changes authorized by OSP during the term of this contract and on any subsequent period(s) of extension.

The contractor confirms that his company and any subcontractors will guarantee the State full benefit of all paper price decreases passed along from the mill or supplier. When market conditions indicate that a reduction in cost is warranted, the contractor will be required upon written notification from OSP to lower his price for paper on all jobs in production and on all future jobs until such time as an authorized change in cost is made or the contract is terminated.

Any paper price increase or decrease will be based on the originally bid running charge for the basic form size and number of parts.

1.18 Quality

The printing and workmanship of all forms furnished under this contract must be of "first class" quality. All materials and operations such as printing, collating, punching, perforating, registration, paper and carbon shall be of such quality as to insure satisfactory usage

1.19 Overruns/Underruns

The overrun/underrun provision in this contract is included as an allowance to provide the contractor with a broad target with regard to the number of forms required for delivery on a specific order. Overruns shipped by the contractor will be subject to the following schedule:

FORMS ORDERED VARIATION ALLOWED

Up to - 50,000 10%

50,001 - 100,000 8%

100,001 - 150,000 5%

150,001 - OVER 2%

Any orders issued which specify no overruns or underruns may be charged an additional five (5) percent of the invoice amount. This provision may not be used in combination with the upcharge for "guaranteed no missing numbers".

If the agency receives an excessive overrun, notify OSP.

1.20 Proofs (ALL USERS)

Proofs must be furnished on all forms, which are not an exact repeat or not furnished camera-ready by agency unless otherwise specified. Contractor should submit a proof any time the probability of error exists. Any changes made by the ordering agency shall be charged as specified under "author's alterations" in Additional Charges section. No allowances will be made for contractor's errors, such as typographical error. Proofs required by agency on exact repeat will be \$10.00 each.

Both the user and the contract holder are responsible for keeping accurate records showing time copy and proofs are mailed and received in order to calculate the final delivery date of the finished product. These records must show the dates proofs are mailed or delivered to the using agency and the date(s) they are returned. When the proofs are sent, the contract holder will provide a proofing document to sign indicating if corrections are necessary. The document will show the signature of the person reviewing the document, the date it was reviewed, and the necessary corrections to be made, if any. The contractor will not proceed without this signature. The time proofs are out of his plant will not count against production time.

When proofs are submitted to the agency, it will be the agency's responsibility to make the necessary corrections. The notation "AA" (Author's Alterations) or "PE" (Printer's Error) will be made in the margin of the copy along with each correction. Additional time to review proofs needed because of vendor errors in setting composition will be counted as production time.

Author's alterations are changes made by the originator after typesetting has been accomplished according to the original draft. If the printer makes errors in the setting of composition, the correction of these errors is not chargeable to the agency. The "PE", "AA" designations will identify those charges for which the user should correctly be billed.

Proof must be sent within fifteen (15) working days after final submission of order. Any proofs requiring changes must be resubmitted within ten (10) working days.

Contractor shall be responsible for all transportation expenses for delivery of the proofs.

1.21 Invoicing

The contractor must submit invoices in triplicate unless otherwise specified. The invoice must clearly show the contract number and the agency's purchase order number. Analysis of all charges must be included with the invoice. The contractor will be required to give the total cost for the recycled paper used in the production of the order on the analysis sheet. The ordering agency's procurement office must receive two sample forms and two copies of the cost analysis sheet. The OSP must receive one sample form and one copy of the cost analysis sheet.

1.22 Liquidated Damages or Penalty (STATE AGENCIES)

All commodities furnished will be subject to inspection and acceptance after delivery. Failure to meet specifications authorizes the OSP to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.

Liquidated damages imposed by the against the contractor for failure to meet delivery schedule will be one percent (1%) of the invoice amount for each working day beyond the specified delivery time. The contractor shall be relieved of delays due to causes beyond his control such as Acts of God, national emergency, strikes or fire. The OSP will assess penalties for late delivery in all cases except those that relate to causes beyond the contractor's control. The contractor must notify in writing, on a timely basis, OSP of such developments stating reason, justification and extent of delay. Other liquidated damages provided for in this contract must be verified and approved in writing by OSP prior to application by the ordering agency.

When the time does not allow for reprinting or reordering, acceptance of an inferior commodity may result in a liquidated damage of up to 20% of the invoice price or \$500 whichever is smaller.

1.23 Liquidated Damages or Penalty (COOPERATIVE PURCHASING PARTICIPANTS)

All commodities furnished will be subject to inspection and acceptance after delivery. If the contractor fails to meet the specifications the Cooperative Purchasing Participant should notify OSP in writing.

Liquidated damages imposed against the contractor for failure to meet delivery schedule will be one percent (1%) of the invoice amount for each working day beyond the specified delivery time. The contractor shall be relieved of delays due to causes beyond his control such as Acts of God, national emergency, strikes or fire.

OUTLINE AGREEMENT AWARD TERMS AND CONDITIONS

1. GENERAL: All terms and conditions stated in the invitation for bid govern this contract.

2. PRICES: Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.

3. DISCOUNTS: All cash discounts offered will be taken if earned.

4. TAXES: Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.

5. BRAND NAME REFERENCES: The contractor guarantees that the commodity delivered is the same as specified in the bid.

6. GUARANTY: All items delivered are to be newly manufactured, in first- class condition, latest model and design, including, where applicable, containers suitable for shipment and storage unless otherwise indicated in the bid invitation. The contractor guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished. The contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, such items will function properly when installed. The contractor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The contractor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified in the invitation for bid.

7. AWARD: This contract award does not authorize shipment. Shipment against this contract is authorized by the receipt of a purchase order from the ordering agency. A written purchase order mailed or otherwise furnished to the contractor results in a binding obligation without further action by either party.

8. DELIVERY: The term of the contract is shown on the face of the contract award. The contractor is required to supply the state's needs during this term. The number of days required to place the commodity in the receiving agency's designated location under normal conditions is also shown. Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for award.

9. BACK ORDERS OR DELAY IN DELIVERY: Back orders or failure to deliver within the time required may be default of the contract. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. If the reason is not acceptable, the contractor is in default. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere.

10.DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

11.STORAGE: The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

12.DEFAULT: All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.

13.VARIATION IN QUANTITY: The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

14.INVOICING: The contractor shall submit an original and two copies of an itemized invoice showing the bid number and purchase request number when itemized in the invitation for bid. Invoices must be sent to "Invoice to" point shown on the purchase order.

15.STATE PROPERTY: Any specifications, drawing, technical information, dies, cuts, negatives,

positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for the use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized, and be returned at the contractor's expense to the F.O.B. point, properly identifying what is being returned.

16.ASSIGNMENT: This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.

17.OTHER REMEDIES: In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

18.LACK OF FUNDS: The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

19.QUANTITIES: The state may order more or less than the estimated quantity in the invitation for bid.

20.DISCLOSURE: Failure to make any disclosure required by the Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency. ItemMaterial/Description Target QtyUM Unit Price Amount

0010	10024064	1.000	Lump Sum	0.01	\$ 0.01
FORM, CONT., CUSTOM, MISC ,MISC,LUMP SUM					
